

NEGOTIATION AGREEMENT
BETWEEN
MINERAL COUNTY SCHOOL DISTRICT
AND THE
MINERAL COUNTY CLASSIFIED EMPLOYEES
2013-2014 SCHOOL YEARS

TABLE OF CONTENTS

	PREAMBLE.....	2
	GENERAL SAVINGS CLAUSE.....	2
ARTICLE I	DEFINITIONS.....	3-4
ARTICLE II	RECOGNITION.....	6
ARTICLE III	DUES DEDUCTION.....	7
ARTICLE IV	GRIEVANCE PROCEDURE.....	8-10
ARTICLE V	ASSIGNMENT OUT OF CLASSIFICATION.....	10
ARTICLE VI	PROCEDURES FOR FILLING VACANCIES.....	11
ARTICLE VII	NON-DISCRIMINATION.....	13
ARTICLE VIII	DISCIPLINE PROCEDURE.....	13-14
ARTICLE IX	ASSOCIATION REPRESENTATIVES.....	14
ARTICLE X	LEAVE.....	15-16
ARTICLE XI	HOLIDAYS.....	17-18
ARTICLE XII	REDUCTION IN FORCE.....	18
ARTICLE XIII	USE OF PRIVATE VEHICLE.....	18
ARTICLE XIV	MEDICAL EXAMINATION.....	18
ARTICLE XV	TRANSPORTATION.....	19
ARTICLE XVI	SALARY SCHEDULE.....	20-21
ARTICLE XVII	OVERTIME AND COMPENSATION.....	22
ARTICLE XVIII	INSURANCE.....	22
ARTICLE XIX	PUBLIC EMPLOYEES RETIREMENT FUND.....	22
ARTICLE XXI	SAFETY.....	23
ARTICLE XXII	RETIREMENT INCENTIVE POLICY.....	23
ARTICLE XXIII	TERMS OF AGREEMENT.....	24

PREAMBLE

This agreement is made and entered into by and between the Mineral County School District, State of Nevada, hereinafter referred to as the "School" and the Mineral County Classified School Employees Association, Nevada Classified School Employees and Public Workers Association, American Federation of Teachers/PSRP Local 6181, AFL-CIO, hereinafter referred to as the "Association".

Whereas, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith in compliance with NRS 288.150 and

Whereas, it is the right of every local government employee, subject to the limitation provided in subsection 3 of NRS 288.140, to join any employee organization of his choice or to refrain from joining any employee organization.

GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provisions of this Agreement are held by a court of competent jurisdiction to be in contravention of any such laws they will enter into negotiation thereon at a time and date agreeable to both parties. The remainder of the agreement shall remain in full force and effect.

NOW THEREFORE IT IS AGREED:

ARTICLE I **DEFINITIONS**

- 1-1 The term "Agreement" refers to the name of this document, being the "Negotiation Agreement between the Mineral County School District and the MCCSEA, NCSEAPWA/AFT Local 6181, AFL-CIO."
- 1-2 The term "Association", as used in this Agreement, shall mean the Mineral County Classified School Employees Association (MCCSEA), Nevada Classified School Employees and Public Workers Association (NCSEAPWA), American Federation of Teachers (AFT) Paraprofessional School Related Personnel (PSRP) Local 6181, AFL-CIO, known as the Employee Organization in NRS 288.
- 1-3 The term "NLRB" means the Local Government Employee-Management Relations Board as provided in NRS 288.
- 1-4 The term "Employer" refers to Mineral County School District throughout the use of this Agreement.(NEG 8/12/13)
- 1-5 The term "classified employee", as used in this Agreement shall refer to all classified staff members eligible for membership in the MCCSEA, NCSEAPWA,AFT/PSRP Local 6181, AFL-CIO.

- 1-6 Confidential Employee - Means an employee who is involved in the decisions of management. (based on NRS-288 .(NEG 8/12/13)
- 1-7 The term "work days" shall mean days the Central Office is open for business. All other references (to days) in contract shall refer to calendar days. (Neg. 8-25-97,8/12/13)
- 1-8 Immediate Family - Defined as husband, wife, children, father, mother, sister, brother, mother-in-law, father-in-law, foster parents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step parents, half-brothers, half-sisters, adopted children, or any relative living in the immediate household.
- 1-9 The term "Mineral County Classified School Employees Association, Nevada Classified School Employees and Public Workers Association, American Federation of Teachers/PSRP Local 6181, AFL-CIO" as used in this agreement, shall refer to MCCSEA to be used in this agreement as a shortened version. (Neg. 5-25-95)
- 1-10 The term "NRS 288", as used in this Agreement, shall refer to the Statutes of Nevada as revised by the Nevada Legislature, also known as the Local Government Employees-Relations Act.
- 1-11 Probationary employees may be terminated at any time during the probationary period with or without just cause. All new hires shall be subject to a 180 calendar day(6 months from hire date which will be the first day an employee works a scheduled shift.) (NEG 7/2012,8/12/2013) probationary period.
- 1-12 Regular Employee - An employee who has met the probationary period of time, and works a regularly scheduled shift, totaling 20 or more hours in a week. (Neg. 8-1-89, 8/12/2013)
- 1-13 Regular Part-Time Employee - An employee who has met the probationary period of time and who is regularly scheduled to work for less than twenty (20) hours a week. (Neg. 10-22-92)
- 1-14 The term "School District", as used in this Agreement shall mean the Mineral County School District.
- 1-15 The term "School Trustees", as used in this Agreement, shall mean the Board of School Trustees of the Mineral County School District, and is the entity known as the Local Government Employer in NRS 288.
- 1-16 The term "School Trustees" and "Association" shall include authorized officers and representatives.
- 1-17 Substitute Employee - An employee hired by the District to fill in on a temporary basis for regular or regular part-time employees when such regular or regular part-time employees are absent.

- 1-18 The term "Superintendent", as used in this Agreement shall mean the Superintendent of Schools in the Mineral County School District or the designated representative.(As approved by the Board of Trustees or designated by the current Superintendent.)(NEG 8/12/2013)
- 1-19 Supervisory Employee - Means any individual having authority in the interest of the employer to recommend hiring, transferring, suspending, layoffs, recalling, promoting, discharging, assigning, rewarding or disciplining other employees. (Excluding members of an interview panel that do not meet the guidelines that define a supervisor)(NEG 8/12/2013)
- 1-20 Temporary Employee - An employee hired to fill a position of less than 75 consecutive days worked.(NEG 8/12/2013)
- 1-21 Written Reprimand - A disciplinary written notice from the employee's supervisor or supervisory chain of command, to be placed in the employee's personnel file.(NEG 8/12/2013)
- 1-22 "Hire Date" Hire date shall mean the first day a regularly scheduled day is worked . (NEG 8/12/2013)

ARTICLE II **RECOGNITION**

- 2-1 The Board of Trustees recognizes the MCCSEA as the exclusive negotiating representative of the classified staff of the Mineral County School District, subject to the provisions of NRS 288. The Superintendent cannot negotiate a position with one individual employee and an employee cannot have a contract for life. Probationary employees may join the Association but are not covered by the Grievance Procedure or Discipline Procedure Articles of this agreement until the successful completion of the initial hire probationary period. (Neg. 8-25-97; 7-29-02)
- 2-1-1 Specifically excluded from membership only are confidential employees, temporary employees, substitute employees and supervisors.
- 2-1-2 Management Rights
- The right to manage the business, except as specifically restricted by this contract, as well as the right to discipline, or discharge employees for just cause, to hire, lay off employees because of a lack of funds, prescribe the duties of employees including scheduling and assignments, direct the working force; the right to determine the numbers of employees to be employed, and to determine the means, methods and schedules of operations and maintenance, except for safety considerations, are reserved to the employer.(As defined by NRS 288)(NEG 8/12/2013)
- 2-1-3 The Employer may establish and enforce reasonable rules applicable to employees provided that such rules do not conflict with this Agreement.
- 2-2 Exclusive recognition shall entitle the Association to the following rights:
- 2-2-1 Organizational use of designated bulletin boards located in conspicuous areas within each district facility.

- 2-2-2 Payroll deduction of membership dues.
- 2-3 The Association recognizes that the School Trustees, as representatives of the electorate, has the final responsibility for establishing policies for the school district, provided that such policies shall not violate or contradict the terms of the negotiated contract in effect.
- 2-4 The purpose of this recognition is the mutual agreement of all parties to negotiate in good faith in regard to all negotiable items as set forth in Chapter 288.150 of Nevada Revised Statutes.
- 2-5 The Association, its officers and agents agree that they shall not threaten to strike, shall not engage in any strike, and shall not support any strike against Mineral County School District.
(Neg. 8-1-89)
- 2-6 Effective August 1, 1989, all new proposed articles will be dated when adopted.
(Neg. 8-1-89)

ARTICLE III
DUES DEDUCTION

3-1

- 3-1-1 Upon appropriate written authorization from the employee, the District shall make monthly Association dues deductions from the salary of the employee and make appropriate remittance to the Association. In the event the District fails to withhold dues owed by employee, except as stated in 3-1-5, District shall be responsible for said dues.
- 3-1-2 No later than October 15th of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues and the amount to be withheld for each employee. The District will provide the Association with a list within the month of March and no later than October 15th each year, of all classified employees to include job classification (and) or title, number of hours worked per day and work site. The March report will include a seniority list by district. The Association will notify the District monthly in writing of any changes in said list, Changes in the amount to be withheld must be submitted by the Association to the District in writing at least 30 calendar days prior to the date the change is to be effective. Any employee desiring to have the District discontinue deductions he/she has previously authorized, must notify the Association in writing by certified mail during July for that school year's dues and the Association must submit the changes to the district office at least 30 days prior to the date the change is to be effective. (NEG. 3/12/2008 ,8/12/2013)
- 3-1-3 Upon termination of an employee the current month's dues will be deducted from the final check.
- 3-1-4 The District agrees not to honor any check-off authorization or dues deduction authorization executed by any employee in the bargaining unit in favor of any other labor organization representing employees for the purpose of negotiations.
- 3-1-5 In the case of an employee who is in non-pay status during part of the pay period, and/or whose wages are not sufficient to cover the full withholding, no Association dues deductions shall be made. In this connection, all other required deductions have priority over Association dues.

3-2

- 3-2-1 The Association agrees to indemnify, defend, and hold the District harmless against any and all claims or suits that may arise out of or by reason of action taken by the District in reliance upon any authorization cards submitted by the Association to the District.
- 3-2-2 The Association agrees to refund the District any excess amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error mistake.

ARTICLE IV
GRIEVANCE PROCEDURE

- 4-1 A grievance is a disagreement between an individual, or Association, and the employer concerning interpretation, application, or enforcement of the terms of this agreement.
- 4-2 For the purpose of this Article, a "school day" is defined as any calendar day that the school, offices are open for business.
- 4-3 Timelines can be extended at any step, by written mutual agreement. Failure of the District to observe the time limits shall entitle the employee to advance the grievance to the next step. Conversely, failure on the part of the employee or Association to comply with the time limits negates the right to continue this procedure.

4-4 Grievance Steps

Nothing contained herein will be construed as limiting the right of any classified employee having a problem or complaint to discuss the matter formally at the lowest possible administrative level and having the problem or complaint adjusted.

If a grievance exists, the following steps shall be taken to resolve the grievance:

The parties acknowledge that it is usually most desirable for an employee and the immediate supervisory to resolve problems through free and informative communications. Accordingly any grievance may first be discussed with the aggrieved party's supervisor with the objective of resolving the matter informally. (NEG 8/12/13)

STEP 1 – Supervisor

Within fifteen (15) work days after the occurrence, or of knowledge of the act or condition which is the basis of the complaint, the written grievance must be presented to the aggrieved party's (immediate) supervisor. The supervisor must answer the grievance in writing within seven (7) work days as appropriate.

If the aggrieved party is not satisfied with the disposition of its grievance, he may by written notice to the grievant refer it to the next formal step of the grievance procedure. (NEG 8/12/13)

STEP 2 – Superintendent of Schools

If the aggrieved party is not satisfied with the disposition of its grievance at Step 1, then aggrieved party must file a written grievance with the Superintendent (Or designated senior administrator. if the Superintendent is unavailable) within seven (7) work days of the receipt of the supervisor's response to the step one procedure.

The Superintendent or his designee will meet with the aggrieved party, and the immediate supervisor, in an effort to resolve the grievance. Such a meeting will take place within seven (7) work days after receipt of the Step 2 grievance by the Superintendent. The Superintendent shall, within seven (7) work days after this meeting, render a decision, in writing to the aggrieved party. (NEG 8/12/13)

STEP 3 – School Board

If the aggrieved party is not satisfied with the decision rendered by the Superintendent, the grievant shall file an appeal with the School Board within seven (7) work days following the receipt of the decision rendered by

the Superintendent. The Board will hear the grievance at the next subsequent regular school board meeting as long as it can be posted to the agenda in compliance with Nevada Law. On special circumstances, the board may schedule a special meeting in compliance with the posting requirement of Nevada Revised Statutes (NRS). The decision of the Board will be furnished to the grievant in writing within seven (7) work days of the Board's meeting. (any meeting continuations or postponements must be in mutual agreement to both parties) .(NEG 8/12/13)

STEP 4 – Binding Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step 3, then the aggrieved party must present notice of intent to file the grievance to binding arbitration within seven (7) work days after the School Board responds. To be officially filed within (21) work days. .(NEG 8/12/13)

The arbitrator will be selected in compliance with the American Arbitration Association (AAA) Rules of Expedited Labor Arbitration.

The Expedited Labor Arbitration format will be used at this level.

The arbitrator will consider the grievance and render a decision that will be final and binding upon the parties.

4-5 Arbitration Costs

The costs for all arbitration shall be borne as follows:

- a. The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties
- b. The arbitrator's fees and expenses and costs of any hearing room shall be shared equally by the board and the individual or association. If the hearing is conducted on school property by mutual consent of both parties, the District will provide the hearing room as space allows at no charge.
- c. If a court reporter is requested by either party or the arbitrator, the party requesting will be responsible for the fees. Individual parties will be responsible for copies of transcripts.

4-6 Rights to Representation

1. At least one Association representative will be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been presented under this article.
2. When it is necessary for the Association to investigate a formal grievance or to attend a meeting or hearing held in connection therewith, upon the request to the immediate supervisor, the grievant and one (1) Association representative will be released from normal duties, without loss of pay, in order to do so.

4-7 No Reprisals

No reprisal of any kind will be taken by the School Trustees or the administration against any person because of participation in this grievance procedure.

4.8 GRIEVANCE FORMS

The district and the association shall develop jointly a grievance form. Such forms will be supplied by the district. (Forms will be available at the district office) The jointly developed grievance form will be made available to all bargaining unit employees. All grievance forms shall be updated annually to reflect any changes to the negotiated agreements, state, and/or federal laws. (NEG. 3/12/2008) .(NEG 8/12/13)

4-9 TIME LINES

- 4-7-1 All time lines in this article may be extended by mutual consent. If at any time the time lines are not met by the District, or the District's representative, the grievance shall move to the next level. Failure of the grievant or the grievant's representative to comply with the time lines will result in the mandatory dismissal of the grievance. (Neg. 12-1-92; 7-29-02)

ARTICLE V **ASSIGNMENT OUT OF CLASSIFICATION**

- 5-1 Any employee who is officially (reassigned by a supervisor and upon approval by the Superintendent) to perform the majority of the responsibility of a full-time position in a higher range by responsible authority because of the absence of a regular employee for a short duration shall, after ten (10) consecutive work days be granted retroactively the salary of the classification filled not to exceed 15 percent of the employee's current salary until the assignment is terminated. (Neg. 5-25-95) .(NEG 8/12/13)

ARTICLE VI **PROCEDURES FOR FILLING VACANCIES**

- 6-1 When a vacancy occurs due to the resignation or termination of an employee and the position is currently a budgeted position, the position will be posted within five work days. All vacancies for classified positions, including new positions, to be filled by the District, shall be posted for five work (5) days. The vacancy notice shall include the opening and closing dates, job title, wage classification, location, and all qualifications required to fill the position. All current qualified employees, including substitutes on the current call in list that complete and submit a letter of interest to the district office will be granted an interview. The district shall make every effort to fill the position within 30 days. (NEG 7/2012) .(NEG 8/12/13)

If no district employee is qualified for the position, the position may be filled by a qualified substitute, until a qualified applicant is hired. Any budgeted position shall remain posted until filled or is eliminated through Board approval. (NEG. 3/12/2008)

- 6-2 When vacancies for a position are posted, the following locations shall have one copy to post: District Office, Mineral County High School, Hawthorne Elementary/Jr. High, Hawthorne Primary, Schurz Elementary, maintenance shop, garage, kitchen and the association mailbox. Each announcement shall be posted and will remain open for a period of five working days. The district may advertise vacancies outside the District at the same time it posts vacancies inside the District. (Neg. 8-25-97) All job postings will have an updated and (board approved) job description available to be viewed. (NEG. 3/12/2008)
- 6-3 Employees interested in being considered for the position shall submit a letter of interest to the

- 6-4 Persons presently employed by the District and applying for vacant positions shall be considered first. Factors to be considered in making the selection will include, but not be limited to:
- Training, education,
 - Current experience
 - Past Performance
 - All necessary interview processes. (NEG. 3/12/2008)
 - Attendance Issues (NEG 7/2012)

Employees selected to fill new or vacant positions shall begin at the hourly rate of the new or vacant position that is to the nearest dollar amount equal to or above the employee's current rate of pay on the approved salary schedule which will not affect the leave or seniority of the employee.
(Inadvertently removed when reformatted and reinserted to agreement upon MOU dated 6-2-10)

- 6-5 In the event the District decides that no employee-applicant meets the requirements of the District needed to fill the vacant position, the District is free to fill the vacancy with the best qualified applicant. (Neg. 11-4-92; 7-29-02; 9-29-05)
- 6-6 All employees will be advised of the outcome of their bid by the Superintendent within 10 working days after the interview process has been completed..Neg. 4/2011
- 6-7 An employee's supervisor, based on need due to an approved leave of a current employee, may call in a substitute employee from the District's authorized substitute call-in list, to help fulfill the duties of the absent employee. For secretaries or clerical substitutes the approved leave must be for 3 or more consecutive days before an substitute may called in to work.(Neg. 5-25-95; 7-29-02; 9-29-05) (NEG. 3/12/2008) Substitute is defined as an unscheduled request to report to work for the district. A substitute must be initiated by a supervisor or the Superintendent.
- 6-7(a) The district shall establish a call-in list of workers and advertise periodically to maintain the list. Neg. 4/2011
- 6-7(b) Long term sub employees (those working 30 consecutive days or more) who work the day before and the day after a holiday will receive holiday pay. A break in service will start the count over. Neg. 4/2011

ARTICLE VII NON-DISCRIMINATION

- 7-1 The District and the Association agree to abide by the provisions of applicable Federal, State and Local laws and executive orders regarding these matters.
- 7-2 The Association and the District agree that membership in the Association shall be open to all classified employees except as excluded in Article 2-1-1 regardless of race, color, religion, national origin, sex, marital status, political affiliation or age.

ARTICLE VIII DISCIPLINE PROCEDURE

- 8-1** The employment of every employee of the District shall be during good behavior and efficient service (as defined by policies). No regular and regular part-time member shall be reduced in pay or position, suspended, discharged or removed, nor shall the District take any form of corrective action against any member in the bargaining unit except for just cause. The District will give a copy of all written actions taken to the affected employee upon their inclusion in the personnel file or upon the request of said employee. (Neg. 12-18-92; 9-29-05) (NEG 8/12/13)
- 8-2** The District agrees that principles of progressive corrective action will be followed with respect to minor offenses. An oral or written warning, or directive shall be considered non disciplinary, however, Two (like or similar) (2) written warnings within a span of two (2) years will constitute a written reprimand. All other major offenses the district reserves the right to discipline up to and including termination. Minor offenses include but are not limited to: lateness, long breaks, and smoking in buildings, failure to follow school board policy in the use of school property, intentional minor damage of \$500.00 or less. Written warnings will be noted, dated and initialed by the affected employee and placed in the employees personnel file. The Principal/Supervisor will verify any reprimand that originates a level below the Principal/Supervisory level. A written warning usually consists of documentation of a discussion between the Supervisor and the employee to counsel the employee on discrepancies that have been noted. The District will give a copy of all written actions taken to the affected member upon their inclusion in the personnel file. Warnings shall be removed after two (2) years if there are no like warnings that have been issued within the same two (2) year period. It is the employees responsibility to review his/her personnel file and request that such material be removed from said file. (Neg. 12-18-92; 7-29-02) (NEG. 3/12/2008) (NEG 8/12/13)
- 8-2-1** Any objections to or allegations regarding such corrective action or documents by the affected member may be pursued through the Grievance Procedure as provided herein.
- 8-2-2** After a hearing before the Superintendent an employee will be subject to immediate dismissal from employment without any written reprimands if insubordinate to the immediate supervisor, or the designated supervisor, or had been under the influence of alcohol or a controlled substance while working, or convicted of possession of a controlled substance. (Neg. 2-15-94; 7-29-02) (NEG 8/12/13)
- 8-2-3** After a hearing before the Superintendent an employee will be subject to immediate dismissal from employment after a total of two (2) written reprimands for any reason. (Neg. 2-15-94; 7-29-02)
- 8-2-4** Prior to the hearing described in 8-2-2 and 8-2-3 the District will provide the employee written notice of the charges and the evidence that could lead to immediate dismissal. The hearing will be conducted by the Superintendent. The employee may have the assistance of counsel or an association representative(s) up to two people or an amount equal to the number representing administration at the hearing at the employee's sole cost. The employee may present evidence in his/her behalf and may examine the District's evidence at the hearing. The Superintendent will issue a written decision on the dismissal within five (5) working days of the hearing. (Neg. 2-15-94; 7-29-02) (NEG. 3/12/2008) (NEG 8/12/13)
- 8-3** It is recognized by the parties employees may review his/her personnel file at any reasonable time upon request. (Neg. 8-25-97)

- 8-4 For the duration of this Agreement, and any extensions thereof, if a member, upon examining his/her personnel file, has reason to believe that there are inaccuracies in those documents to which he or she has access, the member may write a memorandum to the District's Superintendent or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, such allegation is sustained he or she may do one of the following:
- 8-4.1 The member's memorandum may be attached to the material in question and filed with it and the Superintendent or his or her representative shall note thereon his or her concurrence; or
 - 8-4.2 The Superintendent or the Superintendent's representative will remove the inaccurate material from the employee's personnel file when it is established by the Superintendent that such inaccuracies exist. (Neg. 2-15-94)
- 8-5 For the duration of this Agreement and any extensions thereof, any new material placed in a member's personnel file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate (see section 5) but the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Superintendent or his or her representative a written clarifying or explanatory memorandum not to exceed one (1) page in length. Such material must be factual in nature. The superintendent or his or her representative will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file. (Neg. 10-22-92; 8-25-97)
- 8-6 All post-probationary employees will be evaluated on an annual basis by either: 1) The building principal; 2) The Superintendent or his designee; 3) The employee's immediate supervisor. (Neg. 10-22-92; 8-25-97)

ARTICLE IX ASSOCIATION REPRESENTATIVES

- 9-1 The conduct of such business shall be such as not to interfere with the individual employee's duties. The Association representative must check in with the employee's immediate supervisor or building principal upon entering the building in order to identify themselves and to make arrangements to communicate with a particular employee. (Neg. 8-25-97)
- 9-2 Joint Administration-Association Meetings - The Superintendent or his/her appropriate departmental designated representative(s) shall meet with representatives of the Association at the request of either party to discuss matters of concern to either or both groups.
- 9-3 Classified employees shall be allowed to attend recognized Association meetings and conferences, provided they are an official representative as an officer of Association, local, state or national. (Neg. 12-18-92) A maximum number of five (5) days will be allowed each year. The classified employee will be paid one half day's salary for each working day's absence. Application will be made to the Superintendent for approval via the employee's supervisor. Fifteen (15) calendar days advance notice of the requested absence will be given except in an emergency. Per diem and/or travel shall not be provided by the District.
- 9-4 Nevada Classified School Employees Association, Mineral Chapter #3 shall conduct four (4) Chapter meetings per year, one meeting each on the second (2nd) Tuesday of March, June, September, and December of each year. All meetings shall be held after regular school hours except in case of an emergency and with approval of the district representative. Those employees

who work a night shift (or shift that is later than a regularly scheduled day: as previously defined), shall be allowed to attend the four yearly chapter meetings without loss of pay. Employees will adjust schedule to make up hours for scheduled shift. (NEG. 3/12/2008)

9-5 The Mineral Chapter President or other representative (no more than 1) will be allowed paid release time to attend any Mineral County School District Board of Trustees Meeting that is scheduled during his/her working hours if an issue on the agenda affects the Classified Bargaining Unit or any member of the Classified Bargaining Unit. It is understood the Chapter President will return to work once the issue concerning the unit or member has been heard and/or acted upon by the Board of Trustees. (NEG. 3/12/2008)

ARTICLE X

LEAVE

COVERAGE - All regular employees who work a regularly scheduled shift are entitled to fringe benefits. (Neg. 8-1-89)

10-1 SICK LEAVE

For each calendar month of service, benefitted employees shall be credited with hours of such leave equal to .0625 times the hours in the employee's daily work schedule, up to 15 days per year. (NEG 7/2012) Sick Leave may be accumulated up to a total of 180 days.

10-1-3 Sick leave shall be allowed for:

10-1-3-1 Illness or death in the immediate family of the employee. Immediate family is defined in Article 1-9.

10-1-3-2 Other death or serious illness with the recommendation of the immediate supervisor and approval of the Superintendent.

10-1-5 A doctor's statement may be requested at the discretion of the employee's supervisor and/or Superintendent. (Neg. 9-29-05)

10-1-6 Sick leave and annual leave will be provided in a written manner to each employee on a monthly basis, beginning with the 2008-2009 school year. (NEG. 3/12/2008)

10-1-7 Sick leave may be taken in 30 minute increments. Neg. 4/2011

10-2 ANNUAL /PERSONAL LEAVE

10-2-1 Employee will be granted the following leave to be used for vacations or other personal business of the employee. The taking of annual or personal leave requires the approval of the immediate supervisor.

Accrual rates for annual leave: (NEG 8/12/13)

10-2-2

a. Employees with one to four complete years' service = 10 working days (one hour leave for each 26 hours worked) (Neg. 11-4-92)

b. Employees with five - twelve complete years' service = 15 working days (one hour leave for each 17.33 hours worked) (Neg. 11-4-92)

- c. Employees with thirteen years or more service = 20 working days (one hour leave for each 13 hours worked) (Neg. 8-19-89)

Twelve month employees with between 1 and 10 years of service may accumulate a maximum of (20) twenty unused days. Accrued annual time in excess of 20 days shall be forfeited on July 1st of each year. The district shall give employees at least 30 days' notice of impending forfeiture. (NEG 8/12/13)

Twelve month employees with more than 11 years of service may accumulate a maximum of (30) thirty unused days. Accrued annual time in excess of 30 days shall be forfeited on After the June 30th pay period ends of each year. The district shall give employees at least 30 days' notice of impending forfeiture.

Contingent upon completion of 5 years of service an employee shall be paid the accumulated annual leave upon termination.

Twelve month employees shall be permitted to use more than 5 annual days during scheduled school days with approval from supervisor and Superintendent. (NEG 8/12/13)

- 10-2-4 , a classified employee of the District shall, if he or she dies while employed by the District receive payment for accumulated annual leave. Said payment will be paid to the designated beneficiary or to the estate of the deceased. (Neg. 10-22-92)

- 10-2-6 9 and 10-month employees will no longer earn annual pay.

9 and 10 month will be given three (3) days of personal leave at the beginning of each year. To be taken in either ½ day or full day increments.

At the end of each year each employee shall have the option of carrying over to the next year school year a maximum of two (2) days for a total availability of five (5) days during any school year to be reimbursed for a maximum of three (3) days at the current rate of pay. Any leave not used and carried over to the next year will not be reimbursed to a terminating employee who resigns after June 15th. All payment for personal leave as addressed in this article will be paid with the normal payroll in June 25th. (NEG7/12)

.(NEG 8/12/13)

10-3 LEAVE FOR COMMUNITY ACTIVITIES

- 10-3-1 Any employee who wishes to be absent from his officially assigned duties in order to attend professional or community activities shall make such a request in writing via his/her supervisor to the Superintendent. Absence from officially assigned duties will be charged to annual leave. Such request must be submitted at least 48 hours before the date requested. (Neg. 5-25-95)

10-4 LEAVE OF ABSENCE

- 10-4-1 An employee may be granted a leave of absence by the Board of Trustees for the following reasons: illness, disability, maternity, enlistment or recall to duty in the United States Armed Forces, and educational or professional purposes.

- 10-4-2 All leave of absence shall be without pay. District will continue to pay its share of the person's benefits. (Neg. 7-29-02)

10-4-3 Leaves of absence for any purpose may not exceed six (6) consecutive months without the approval of an extension. If an extension is not granted and the employee cannot return to work then steps will be taken to terminate the employee's services. (Neg. 11-24-92; 7-29-02)

10-5 REIMBURSEMENT FOR SICK LEAVE

10-5-1 Sick Leave Buy Out

Employees who voluntarily terminate employment with Mineral County School District will be granted payment for unused sick leave on the following conditions:

- (a) Five (5) consecutive years of contracted employment in the district.
- (b) Employees must have notified the district no less than 15 days (15 days prior to the effective date of termination.
- (c) Employees must not have been dismissed by the District for cause.
- (d) In the event of death of a classified employee, appropriate payment for unused sick leave shall be made to the beneficiaries.

Buy out rates for sick leave

5-10 years' service- 1 day' pay for each five days of unused sick leave.

11-14 years of service- 1 day for each four days of unused sick leave.

15+ years of service 1 day for each three days of unused sick leave.

- d) At the request of any employee who has accumulated 180 sick days, Mineral County School District shall use the accrued leave to purchase equivalent PERS credit. Neg. (4/2011) .(NEG 8/12/13)

10-6 Longevity Pay

Any full time classified employee at 21 or more years of service will receive a \$1000.00 dollars a year for longevity. Two payments of \$500.00 each will be made with the Dec. 10th and June 10th checks.

Any part time classified employee at 21 or more years of service will receive a \$500.00 dollars a year for longevity. Two payments of \$250.00 each will be made with the Dec. 10th and June 10th checks

ARTICLE XI **HOLIDAYS**

- 11-1 All holidays as declared by the Governor or recognized by the school district shall be granted to employees. Employees shall be paid for the hours they would have been scheduled to work had it not been for the holiday. Two days will be granted at Thanksgiving and Christmas with the determination of the other day to be considered a holiday, other than that officially declared, will be determined by the District. Holidays include: Independence Day, Labor Day, Nevada Day, Veteran' s Day, Thanksgiving Day-2 days, Christmas Day - 2 days, New Year' s Day, Martin Luther King Day, President' s Day, Memorial Day, 1 floating holiday to be scheduled in the same manner as vacation (10-2-1) unless the District observes Columbus Day as a holiday in its master calendar in which case there will be no floating holiday for that school year. (Neg. 5-25-95)

Holidays falling on a Saturday will be observed on Friday. Holidays falling on a Sunday will be observed on Monday. This is based on a five day work week. Neg. 4/2011

- 11-2 District will pay straight time plus holiday pay if actual work during week is less than 40 hours. Work over 40 hours will be paid at 1 2 rate.

- 11-3 If a holiday is observed while an employee is on sick leave, annual or paid leave status, he/she will receive the holiday pay. The day will not be charged against sick, annual or other paid leave credits.

ARTICLE XII

REDUCTION IN FORCE

- 12-1 The Mineral County School District retains the right, without negotiations, to determine when a reduction in force/layoff, or reduction in hours, is necessary, the number of individuals whose employment must be terminated or reduced, and the areas in which such reduction in force will occur. (NEG 8/12/13)
- 12-2 In the event a reduction in force must be initiated the School District reserves the right to retain any classified employee if in the opinion of the Superintendent the Classified employee is needed to maintain a program, or perform a needed function within the School District.
- 12-3 Prior to recommending the elimination of a classified position under the provisions of this Article, the Superintendent shall inform the supervisor and the association of an impending lay-off. (Neg. 2-15-94)
(NEG 8/12/13)
- 12-4 Upon notification of recommendation a reduction in force the immediate supervisor will discuss with the employees in the affected positions of an impending lay-off. (NEG. 3/12/2008)
- 12-4-1 Employees who volunteer to leave from the area or department affected by a reduction in force will be the first to be laid off.
- 12-4-2 Any additional employee lay-off required as a result of a reduction in force will be accomplished in accordance with procedures hereinafter set forth.
- 12-5 Selection of employees to be laid off shall be made with reference to the following criteria:
1. District Seniority (NEG 7/12)
 2. Employee Evaluation Reports (provided all employees in that job area have been evaluated in the last year.
 3. Job Experience for all jobs held within the district (NEG 7/12) with the Mineral County School District
 4. Attendance Records
- Each of the criteria shall be of equal value in determining the reduction, with seniority being the final determining factor. (Neg. 2-15-94) (NEG. 3/12/2008)
- If eliminations are made due to RIF's employees may bump back to previous position, provided district seniority applies. (NEG 7/12)
- 12-6 Released employees shall be placed on an eligibility list when vacancies occur for rehire into the same or similar position at the same range and step previously held. The employee will remain on the eligibility list for a period of one (1) year. (Neg. 2-15-94)

- 12-7 Effective July 1, 1987, the District shall notify all employees placed on lay-off status or call-in status employees pursuant to this Article, of subsequent vacancies by mail, to the last address furnished to the District by the employees. The vacancy notices will only be sent for one (1) year. (Neg. 2-15-94)
- 12-8 Under no circumstances will the District be obligated to continue any benefits provided by the District to those employees placed on lay-off status.
- 12-9 Employees on the call back list will retain their district seniority if called back within 1 year. Employees called back between 1 year and two years will be credited with 50% of their seniority. (NEG7/12)

12-10 The term "Part-time" employee as used in this section shall mean Mineral County School District staff members that work less than 40 hours per week. Employees who work less than full-time will be calculation is to be figured from hire date and based on an 8 hour day. This calculation is to be figured from hire date and based on an 8 hour day. (NEG7/12)calculated as a FTE for district seniority. EXAMPLE 3 HOURS 45 MINUTES=46.9%. This

- 12-11 RIF'd employees will be entitled to payment of all unused sick leave at the rate of twenty-five (25%) of each day of unused sick leave not to exceed \$40 per day, up to a maximum of the employee's earned sick days. The amount of unused sick leave may be restored upon recall by repayment of the amount of funds received. This section applies only to the employees with less than five (5) years of service with the district. (NEG 8/12/13)

ARTICLE XIII

USE OF PRIVATE VEHICLE

- 13-1.1 Other than for his/her regular assignment and pursuant to the order of the Superintendent, in the event an employee covered hereunder is required to use his/her private transportation for school district business, an allowance equal to the present district rate will be paid by the District. (As established by Nevada Legislature) (Neg. 8-25-97)

ARTICLE XIV

MEDICAL EXAMINATION

- 14-1 Effective July 1, 1982, the Mineral County School District shall remit no more than fifty dollars (\$50) of the cost of the examination, to each employee who is required to submit a doctor's report of medical examination on second and subsequent examinations.
- 14-2 In order to receive reimbursement, each employee so affected must submit a record of expense, on the proper district form, to the office of the Superintendent.

ARTICLE XV

TRANSPORTATION

- 15-1 On out-of-town driving assignments for activity and athletic trips, drivers will be entitled to a breakfast if they depart before 6:00 a.m., a lunch if they depart before 11:30 a.m. or arrive back after 1:00 p.m., and a dinner if they depart before 6:00 p.m. or arrive after 6:00 p.m. Lodging, if required, will be paid at established rate (lodging receipt required). All claims are to be paid by the School District.

- 15-2 Call-out is defined as an unscheduled request to drive for the district. A call-out must be initiated by the Director of Transportation or the Superintendent. A minimum of two (2) hours will be granted for each call-out. (Neg. 5-25-95)
- 15-3 A memorandum of understanding between the District and Association that a Driver's Handbook be established for the Bus Drivers. The parties will meet and confer regarding the contents of the handbook. It is to be established for the purpose of assigning drivers to activity and field trips and other useful items that will be helpful to the driver. Completion of handbook within 60 calendar days after ratification. Final adoption and implementation of the handbook is within the sound discretion of the School Board (Neg. 8-25-97)
- 15-4 Drivers on an over-night trip shall have separate sleeping quarters.
- 15-5 Bus drivers who have weekly activity runs after practice shall be paid minimum of two (2) hours per run, unless cancellation is out of the District's control based on weather, road conditions or natural disasters. (Neg. 5-25-95)
- 15-6 Trips canceled within two (2) hours of such trip, bus driver shall be paid a minimum of two (2) hours call-out.
- 15-7 Effective July 1, 1990, School District shall remit no more than \$50 of the cost of the CDL fee to each employee on second and subsequent renewal of license. (Neg. 6-12-90)
- 15.8 Mineral County School District shall reimburse transportation personnel the cost of a renewal DOT physical up to \$100 every two years or annually if mandated by federal or state requirements. Those drivers whose certification requires additional physicals in order to maintain their CDL certification shall be responsible for those costs. The exception to this requirement will be if the District, not the attending physician, requires the employee to have a physical screening due to a serious illness or accident before resuming their duties in which case, the cost of this physical will be borne by the District. (NEG 7/12)
- The district will offer a CPR refresher course yearly or will reimburse all bus drivers for all related costs incurred to obtain a valid CPR card. Driver's not in compliance following a reasonable timeline established by the District will be required to pay all cost related to certification and may forfeit their position with the District. (NEG 7/12)

ARTICLE XVI

COMPENSATION

- 16-1 Removed Neg. 4/2011
- 16-2 All classified employees will be paid by the hour commencing on July 1, 1976.
- 16-5 Overtime work will be offered to those employees by major budget classification whose normal working hours would include such work.
- 16-6 Employees requested to perform special jobs working with hazardous materials such as asbestos and foaming of roofs shall be compensated with additional pay of \$3.00/hour. (Neg. 8-9-89)

16-7 Removed Neg. 4/2011

16-8 Effective January 1, 1991, classified employees will be paid bimonthly. (Neg. 6-12-90)

16-8(b) Effective July, 2011, all nine and ten month full time employees will have their pay checks prorated over 12 months. This will not affect benefits or wages. There will no longer be a June payout for accrued annual leave for this group of employees. Neg.4/2011

16-9 FY 2007-2008 - Increase the 2006-2007 salary schedule by 3.0%. 3% calculated in the same manner as prior increase effective retroactive to the beginning of the 2007-2008 school year, i.e. retroactive to July 1, 2007.

FY 2008-2009 - Increase the 2007-2008 salary schedule by 5.0%. 5% calculation will become effective July 1st, 2008. (NEG. 3/12/2008)

Any Papa-professional who meets, or has met the requirements of H.R. 1, the "No Child Left Behind Act" (NCLBA), shall receive an additional 5.0% salary increase effective the first pay period following notification and proof to the District of meeting those requirements. (Neg. 7-29-02)

ARTICLE XVII

OVERTIME AND FLEX TIME COMPENSATION

17-1 The Mineral County School District will use Flex-time when applicable to meet the needs of the District. Flex-time is intended to be the exception, not regular practice. Constant flexing of an employees time may require a schedule readjustment that better meets staffing needs.

17-2 Flex-time must meet the needs of the district and the employee. If an employee chooses to refuse flex time when asked by a supervisor the supervisor in turn does not have to extend flex-time to that employee to meet personal needs..

17-3 Flex-time is designed to be a flexing or trading of hours. Actual hours worked must be recorded.

17-3-A (EXAMPLE) If an employee works 9 hours on Tuesday and 7 hours Wednesday, 9 hours are recorded on Tuesdays time card and 7 hours are recorded on Wednesdays time card. Time cards will reflect the actual hours worked.

17-4 Flex-time hours are designed to be taken within a pay period and are not overtime hours. If a situation requires an employee to work hours that cannot be flexed due to the ending of a pay period those hours will be paid at the overtime rate. (NEG 8/12/13)

- 17-5 The Mineral County School District will pay time and one-half (1/2) to any classified employee working overtime hours, over a 40 hour work week. All overtime worked must be approved in advance by the employee's supervisor. (Neg. 7-29-02)
- 17-6 Any employee who reports to work at his/her scheduled starting time on any regularly scheduled day shall receive a minimum of two (2) hours pay for each such incident, at the applicable rate, where the District cannot provide work for the employee.
- 17-7 All reduction in the number of days worked that are included on classified letters of intent will be discussed with the union at least two weeks prior to the deliverance of letters of intent. (NEG. 3/12/2008)
- 17-8(b) All nine and ten month employees will receive Letters of Intent by no later than May 15 of each year. Neg. 4/2011

Mineral County School District will pay the 2.25% PERS increase.(NEG7/12)

ARTICLE XVIII

INSURANCE

- 18-1 The Mineral County School District will participate in the cost of a Group Health and Accident Plan available to all regular employees and will pay the regular employee's monthly premium up to a maximum of \$415.16 month for all employee's who qualify for insurance. The remainder of the monthly premium will be paid by the employee. This amount may vary depending on the insurance program chosen.

Effective the first full pay period following ratification and approval, the Mineral County School District will participate in the cost of a Group Health and Accident Plan available to all regular employees and both parties agree to negotiate the benefit annually.

Effective 4/2011 Mineral County School District agrees to pay the insurance premium increase in lieu of pay raises for the 2010-2011 school year Neg. 4/2011

- 18-2 The District shall provide all employees with \$2,000 face value of life insurance, including accidental death and dismemberment, without charge to the employee.
- 18-3 The District agrees to provide safety glasses to all maintenance employees, as required, and will pay up to \$75 towards cost

ARTICLE XIX

PUBLIC EMPLOYEES RETIREMENT FUND

- 19-1 The Mineral County School District will pay 100% of the retirement contribution for those employees who qualify for membership under the Retirement System, as defined by policy of the Nevada State Retirement System.

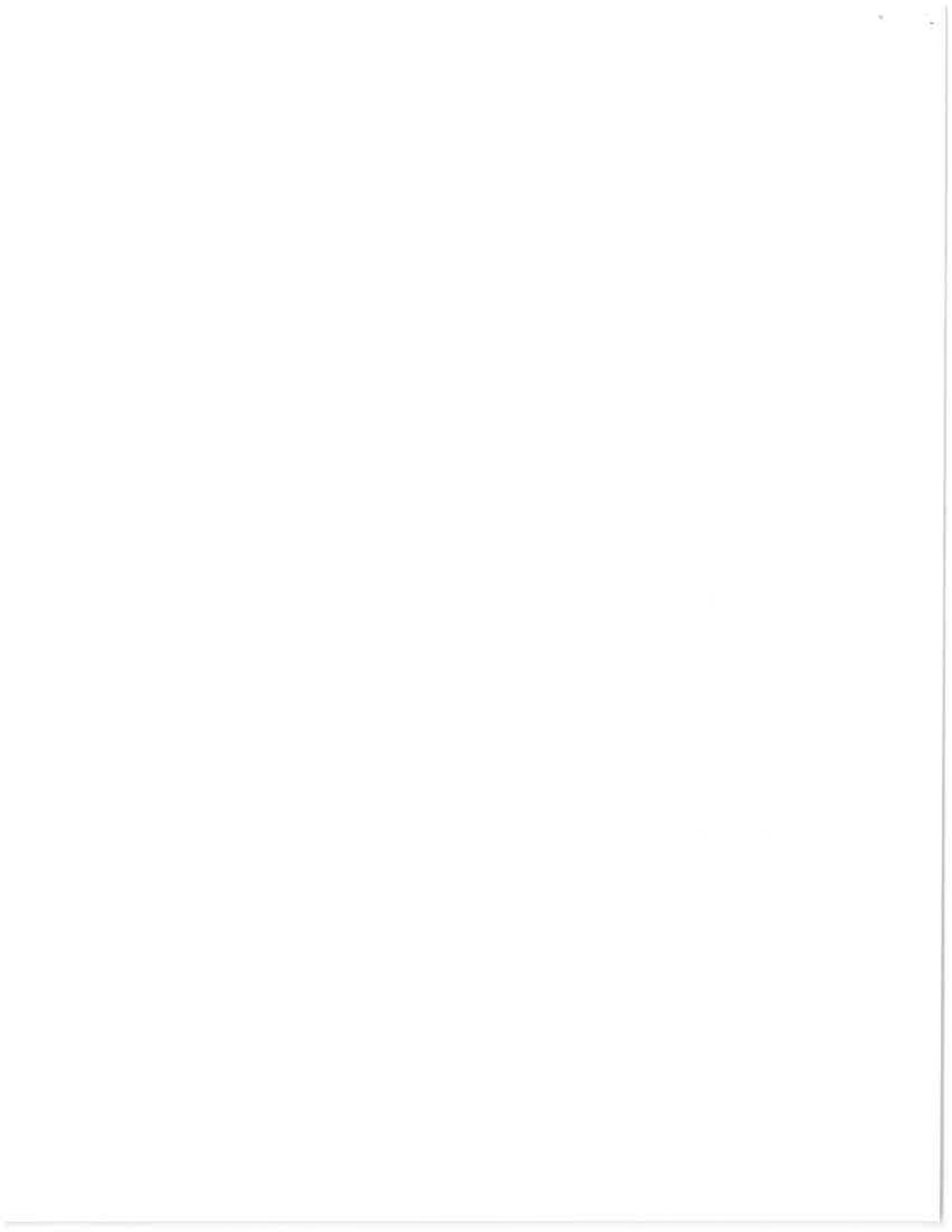
ARTICLE XXI
SAFETY

- 21-1 The District agrees to make reasonable efforts to continue providing safety equipment, which is the opinion of the District, is necessary to protect employees from injury in accordance with the practice now prevailing in the District.
- 21-2 The District further agrees to continue to maintain safe and healthful conditions in accordance with applicable Nevada Revised Statutes. (Neg. 9-25-89)

ARTICLE XXII
RETIREMENT INCENTIVE POLICY

- 22-1 Qualifications - Must have vested interest in retirement system.
- 22-2 Requirements:
- a. Must have completed the work year within which eligibility was reached.
 - b. Must notify the District in writing sixty days advance of intention to retire.
 - c. Must have worked for Mineral County School District 20 years. (NEG. 3/12/2008)
- 22-3 For employees who wish to retire before age 60:
- a. The cost of the purchase of retirement service credit will be calculated in accordance with the policies and regulations of PERS in effect at the time of purchase.
 - b. District would purchase two year of retirement credit, to be paid to PERS, after 25 years and up to 28 years of service . (NEG. 3/12/2008)
 - c. Maximum of two employees per year will be allowed to retire and receive this benefit. The deciding factor will be seniority.
 - d. This applies to only those employees with less than 30 years with district. (Neg. 6-21-91)
 - d. This section of the contract (22-3) will be subject to sunset and renewal each year. (NEG. 3/12/2008)

[illegible]



ARTICLE XXIII
TERMS OF AGREEMENT

23-1 This contract will be in effect from July 1, 2011 – June 30, 2013, and will continue from year to year thereafter unless one of the parties gives written notice to the other party as required by NRS 288, of the desire to change, amend, or modify this agreement. (NEG. 6/5/2012)

This agreement is not binding on either party until ratified by both parties.

15th day of August, 2013

BOARD OF TRUSTEES


President


Clerk

CLASSIFIED EMPLOYEES ASSOCIATION


President


Vice-President

14

15

16

17